



DONALD L. WOLFE, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

March 20, 2007

IN REPLY PLEASE

REFER TO FILE: T-6

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
LOCAL GOVERNMENT MATCH PROGRAM
ACCEPT GRANT FUNDING
MOBILE SOURCE AIR POLLUTION REDUCTION REVIEW COMMITTEE
FLORENCE AVENUE TRAFFIC SIGNAL SYNCHRONIZATION PROGRAM
SUPERVISORIAL DISTRICTS 1 AND 4
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Accept \$204,221 of matching grant funds from the Mobile Source Air Pollution Reduction Review Committee of the South Coast Air Quality Management District (AQMD) to fund a portion of the work required to synchronize traffic signals along Florence Avenue/Mills Avenue between Old River School Road/Tecum Road and Oval Drive/Hawes Street in the Cities of Downey and Santa Fe Springs and the unincorporated area near Whittier.
2. Authorize the Director of Public Works, or his designee, to conduct business with AQMD on any and all matters related to this grant, including signing the enclosed Grant Agreement and negotiating and signing any amendments and requests for reimbursement related thereto.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

This project involves synchronizing the traffic signals on Florence Avenue/Mills Avenue between Old River School Road/Tecum Road and Oval Drive/Hawes Street.

The purpose of this project is to improve traffic signal operation by upgrading each traffic signal to Federal and State standards by providing additional vehicle detection to enable each intersection to operate as a fully traffic-actuated signalized intersection. Synchronizing the signals and improving their operation will reduce traffic delay on this route. Appropriate components will also be installed to enable each signal to utilize time-based coordination.

This project complements other synchronization projects in the area and is part of a long-range plan to synchronize and improve all major corridors in the area. These synchronization projects are the first step toward building a smarter system of roadways. Your Board's approval of the enclosed Agreement is necessary for the delegation of responsibilities and the cooperative financing of the project

Implementation of Strategic Plan Goals

This action is consistent with the County Strategic Plan Goal of Fiscal Responsibility by actively seeking grant funds to augment the County's funding sources. This action also supports the County's Strategic Plan Goal of Service Excellence by improving mobility and safety for residents and motorists through the reduction of traffic congestion, delay, and reduced vehicle emissions.

FISCAL IMPACT/FINANCING

There will be no impact to the County's General Fund.

The total cost of the project is estimated to be \$823,075. Funding for this project will be included in the Fiscal Year 2007-08 Proposition C Local Return Fund budget with reimbursement as follows: \$204,221 from the grant and \$41,154 from each of the Cities of Downey and Santa Fe Springs. The County of Los Angeles will provide matching funds of \$536,546 toward the cost of the project. The grant funds will be reimbursed upon completion of the work and submission of all required reports and invoices.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On July 11, 2000, your Board approved guidelines for the acceptance of State and Federal grants of \$100,000 or more. These guidelines include a requirement that County departments prepare a Grant Management Statement for your review prior to the departments carrying out the activities covered under the grant. Accordingly, the Grant Management Statement for this grant is enclosed for your review.

The Honorable Board of Supervisors
March 20, 2007
Page 3

The enclosed draft Grant Agreement has been approved as to form by County Counsel. The final Agreement will be approved by County Counsel prior to its execution by the Director of Public Works or his designee.

ENVIRONMENTAL DOCUMENTATION

On October 12, 2004, your Board previously determined that this project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15301 of the State CEQA Guidelines.

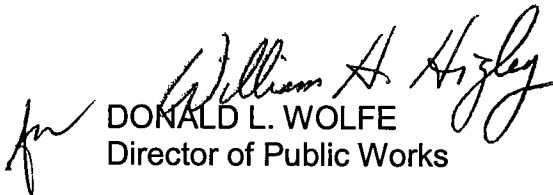
IMPACT ON CURRENT SERVICES (OR PROJECTS)

By synchronizing and improving the operation of the traffic signals, traffic delay will be reduced, thereby improving mobility and safety for residents and motorists through the reduction of traffic congestion and reduced vehicle emissions.

CONCLUSION

Please return three adopted copies of this letter to Public Works.

Respectfully submitted,


DONALD L. WOLFE
Director of Public Works

FOV:pc

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Enc. 2

cc: Chief Administrative Office
County Counsel

Los Angeles County Chief Administrative Office

Grant Management Statement for Grants \$100,000 or More

Department: Public Works

Grant Project Title and Description

FLORENCE AVENUE TRAFIC SIGNAL SYNCHRONIZATION PROGRAM

This project involves synchronizing and upgrading the traffic signals on Florence Avenue/Mills Avenue between Old River School Road/Tecum Road and Oval Drive/Hawes Street to improve traffic signal operation, which will reduce traffic delay on this route.

Funding Agency

AQMD/MSRC

Program (Fed. Grant #/State Bill or Code #)

Local Government Match Program

Grant Acceptance Deadline

March 2007

Total Amount of Grant Funding: \$204,221

County Match: \$536,546* (hard costs)

Grant Period: 18 months from date of execution of grant Agreement

Begin Date: Upon Board Acceptance

End Date:
Approximately August 2008

Number of Personnel Hired Under This Grant:

Full Time: 0

Part Time: 0

Obligations Imposed on the County When the Grant Expires

Will all personnel hired for this program be informed this is a grant-funded program?	Yes <input type="checkbox"/>	No <u>N/A</u>
Will all personnel hired for this program be placed on temporary ("N") items?	Yes <input type="checkbox"/>	No <u>N/A</u>
Is the County obligated to continue this program after the grant expires?	Yes <input type="checkbox"/>	No <u>X</u>
If the County is not obligated to continue this program after the grant expires, the Department will:		
a.) Absorb the program cost without reducing other services	Yes <input type="checkbox"/>	No <u>X</u>
b.) Identify other revenue sources (describe below)		
	Yes <input type="checkbox"/>	No <u>X</u>
c.) Eliminate or reduce, as appropriate, positions/program costs funded by the grant.	Yes <input type="checkbox"/>	No <u>X</u>

Impact of additional personnel on existing space:

N/A

Other requirements not mentioned above: *The remaining match of \$82,308 is to be provided by the Cities of Downey and Santa Fe Springs.

Department Head Signature

William H. Ayala

Date:

3/1/07



LOCAL GOVERNMENT MATCH PROGRAM CONTRACT

1. **PARTIES** - The parties to this Contract are the South Coast Air Quality Management District (hereinafter referred to as "AQMD") whose address is 21865 Copley Drive, Diamond Bar, California 91765-4178, and the County of Los Angeles, Department of Public Works (hereinafter referred to as "CONTRACTOR") whose address is 900 South Fremont Street, Alhambra, California 91803.
2. **RECITALS**
 - A. AQMD is the local agency with primary responsibility for regulating stationary source air pollution in the South Coast Air Basin in the State of California (State). AQMD is authorized under State Health & Safety Code Section 44225 (Assembly Bill (AB) 2766) to levy a fee on motor vehicles for the purpose of reducing air pollution from such vehicles and to implement the California Clean Air Act.
 - B. Under AB 2766 the AQMD'S Governing Board has authorized the imposition of the statutorily set motor vehicle fee. By taking such action the State's Department of Motor Vehicles (DMV) is required to collect such fee and remit it periodically to AQMD.
 - C. AB 2766 further mandates that thirty (30) percent of such vehicle registration fees be placed by AQMD into a separate account for the sole purpose of implementing and monitoring programs to reduce air pollution from motor vehicles.
 - D. AB 2766 creates a regional Mobile Source Air Pollution Reduction Review Committee (MSRC) to develop a work program to fund projects from the separate account. Pursuant to approval of the work program by AQMD'S Governing Board, AQMD Board authorized a contract with CONTRACTOR for services described in Attachment 1 - Work Statement, expressly incorporated herein by this reference and made a part hereof of this Contract.
 - E. CONTRACTOR has met the requirements for receipt of AB 2766 Discretionary Funds as set forth in CONTRACTOR's Local Government Match Program Application dated September 23, 2004.
3. **DMV FEES** - CONTRACTOR acknowledges that AQMD cannot guarantee the amount of fees to be collected under AB 2766 will be sufficient to fund this Contract. CONTRACTOR further acknowledges that AQMD'S receipt of funds is contingent on the timely remittance by State's DMV. AQMD assumes no responsibility for the collection and remittance of motor vehicle registration fees by DMV to AQMD in a timely manner.
4. **AUDIT** - Additionally, CONTRACTOR shall, at least once every two years, or within two years of the termination of the Contract if the term is less than two years, be subject to an audit by AQMD or its authorized representative to determine if the revenues received by CONTRACTOR were spent for the reduction of pollution from Motor Vehicles pursuant to the Clean Air Act of 1988. AQMD shall coordinate such audit through CONTRACTOR'S audit staff. If an amount is found to be inappropriately expended, AQMD may withhold revenue from CONTRACTOR in the amount equal to the amount which was inappropriately expended. Such withholding shall not be construed as AQMD'S sole remedy and shall not relieve CONTRACTOR of its obligation to perform under the terms of this Contract.

5. REPORTING

- A. PROGRESS REPORTS - A concise *Interim Report* will be submitted at the approximate halfway point in the overall project schedule. The Interim Report should include the following topics, at a minimum: a) tasks completed; b) issues or problems encountered; c) resolutions implemented; and d) progress to date. Any modifications, whether already implemented or planned, to the project description/statement of work, project costs, or project schedule, should be highlighted in the Interim Report.
- B. FINAL REPORT - CONTRACTOR shall provide AQMD with a comprehensive final report prior to the end of the Contract term. The final report shall be subject to review by the MSRC and approval by AQMD. One letter-size paper copy and one electronic version in Microsoft Word format shall be provided to AQMD. The final report shall be complete and include illustrations and graphs, as appropriate, to document the work performed and the results thereof under this Contract.

- 6. TERM - The term of this Contract is eighteen (18) months from the date of execution by both parties, unless terminated earlier as provided for in Clause 7 below entitled Termination, extended by amendment of this Contract in writing, or unless all work is completed and a final report is submitted and approved by AQMD prior to the termination date. No work shall commence prior to the Contract start date, except at CONTRACTOR'S cost and risk, and no charges are authorized until this Contract is fully executed. Upon written request and with adequate justification from CONTRACTOR, the MSRC Contracts Administrator may extend the Contract up to an additional six months at no additional cost. Term extensions greater than six months must be reviewed and approved by the MSRC.

- 7. TERMINATION - In the event any party fails to comply with any term or condition of this Contract, or fails to provide the services in the manner agreed upon by the parties, including, but not limited to, the requirements of Attachment 1 - Work Statement, this shall constitute a material breach of the Contract. The nonbreaching party shall have the sole and exclusive option either to notify the breaching party that it must cure this breach within fifteen (15) days or provide written notification of its intention to terminate this Contract with thirty (30) day's written notice. Notification shall be provided in the manner set forth in Clause 13 below, entitled - Notices. Termination shall not be the exclusive remedy of the nonbreaching party. The nonbreaching party reserves the right to seek any and all remedies provided by law. AQMD will reimburse CONTRACTOR for actual costs incurred (not to exceed the total Contract value), including all noncancellable commitments incurred in performance of this Contract through the effective date of termination for any reason other than breach.

8. CO-FUNDING

- A. CONTRACTOR shall obtain co-funding as follows: City of Downey and City of Santa Fe Springs must each contribute at least five (5) percent of the actual total program cost.
- B. If CONTRACTOR fails to obtain funding in the amount(s) referenced above, then AQMD reserves the right to renegotiate or terminate this Contract.

- 9. INSURANCE - CONTRACTOR is permissibly self-insured and will maintain self-insurance in accordance with applicable provisions of California law as evidenced by certificate of self-insurance in Attachment 3, herein. CONTRACTOR shall maintain such coverage during the term of this Contract

and any extensions thereof. If CONTRACTOR fails to maintain the required insurance coverage, AQMD reserves the right to terminate the Contract or purchase such additional insurance and bill CONTRACTOR or deduct the cost thereof from any payments owed to CONTRACTOR.

10. INDEMNIFICATION - CONTRACTOR agrees to hold harmless, defend, and indemnify, AQMD, its officers, employees, agents, representatives, and successors-in-interest against any and all loss, damage, cost, or expenses which AQMD, its officers, employees, agents, representatives, and successors-in-interest may incur or be required to pay by reason of any injury or property damage caused or incurred by CONTRACTOR, its employees, subcontractors, or agents in the performance of this Contract.

11. PAYMENT

- A. AQMD shall pay CONTRACTOR a Firm Fixed Price of Two Hundred Four Thousand Two Hundred Twenty One Dollars (\$204,221) upon completion of the project on a reimbursement basis. Any funds not expended upon early contract termination or contract completion shall revert to the AB 2766 Discretionary Fund. Payment of charges shall be made by AQMD to CONTRACTOR within thirty (30) days after approval by AQMD of an itemized invoice prepared and furnished by CONTRACTOR.
- B. An invoice submitted to AQMD for payment must be prepared in duplicate, on company letterhead, and list AQMD'S contract number, period covered by invoice, and CONTRACTOR'S social security number or Employer Identification Number and submitted to:
 South Coast Air Quality Management District
 21865 Copley Drive
 Diamond Bar, CA 91765-4178
 Attn: Cynthia Ravenstein, MSRC Contract Administrator
- C. No funds shall be paid out to CONTRACTOR pursuant to this Contract, until the project described in Attachments 1 and 2 are completed and proof of completion is provided to AQMD. If the project described in Attachments 1 and 2 are not completed and satisfactory proof of completion is not provided to AQMD, no monies shall be due and payable to CONTRACTOR. Proof of completion shall include a Final Report detailing the project goals and accomplishments.
- D. Additional AB 2766 Discretionary Match Funds will not be available to fund project cost overruns. Any project cost overruns must be funded from other than AB 2766 Discretionary Funds.
- E. The Firm Fixed Price amount of this Contract shall not exceed the total AB 2766 Funds applied to the project described in Attachments 1, 2, and 3 of this Contract.
- F. If, at the completion of the Project described in Attachment 1, the project expenditures are less than the Total Cost amount(s) contained in Attachment 2, the actual amount of AB 2766 Discretionary Funds reimbursed to CONTRACTOR shall be adjusted on a prorated basis as described in Attachment 2.

12. MOBILE SOURCE EMISSION REDUCTION CREDITS (MSERCs)

- A. The MSRC has adopted a policy that no MSERCs resulting from AB 2766 Discretionary Funds may be generated and/or sold.
- B. CONTRACTOR has the opportunity to generate MSERCs as a by-product of the project if a portion of the air quality benefits attributable to the project resulted from other funding sources. These MSERCs, which are issued by AQMD, are based upon the quantified vehicle miles traveled

(VMT) by project vehicles or other activity data as appropriate. Therefore, a portion of prospective MSERCs, generated as a result of AB 2766 Funds, must be retired. The portion of prospective credits funded by the AB 2766 program, and which are subject to retirement, shall be referred to as "AB 2766-MSERCs."

- C. The determination of AB 2766-MSERC's is to be prorated based upon the AB 2766 program's contribution to the cost associated with the air quality benefits. In the case where AB 2766 Discretionary Funds are used to pay for the full differential cost of a new alternative fuel vehicle or for the retrofitting or repowering of an existing vehicle, all MSERCs attributable to AB 2766 Discretionary Funds must be retired. The determination of AB 2766-MSERCs for infrastructure and other ancillary items is to be prorated based upon the AB 2766 program's contribution to the associated air quality benefits. Determination of the project's overall cost will be on a case-by-case basis at the time an MSERC application is submitted. AQMD staff, at the time an MSERC application is submitted, will calculate total MSERCs and retire the AB 2766-MSERCs. CONTRACTOR would then receive the balance of the MSERCs not associated with AB 2766 funding.

13. NOTICES - Any notices from either party to the other shall be given in writing to the attention of the persons listed below or to other such addresses or addressees as may hereafter be designated in writing for notices by either party to the other. A notice shall be deemed received when delivered or three days after deposit in the U.S. Mail, postage prepaid, whichever is earlier.

AQMD: South Coast Air Quality Management District
21865 Copley Drive
Diamond Bar, CA 91765-4178
Attn: Cynthia Ravenstein, MSRC Contract Administrator

CONTRACTOR: County of Los Angeles, Department of Public Works
900 South Fremont Avenue
P.O. Box 1460
Alhambra, California 91803
Attn: Fernando Villauna

14. EMPLOYEES OF CONTRACTOR

- A. CONTRACTOR warrants that it will employ no subcontractor without written approval from AQMD. CONTRACTOR shall be responsible for the cost of regular pay to its employees, as well as cost of vacation, vacation replacements, sick leave, severance pay and pay for legal holidays.
- B. CONTRACTOR shall also pay all federal and state payroll taxes for its employees and shall maintain workers' compensation and liability insurance for each of its employees.
- C. CONTRACTOR, its officers, employees, agents, or representatives shall in no sense be considered employees or agents of AQMD, nor shall CONTRACTOR, its officers, employees, agents, or representatives be entitled to or eligible to participate in any benefits, privileges, or plans, given or extended by AQMD to its employees.
- D. CONTRACTOR warrants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. CONTRACTOR further represents that in performance of

this Contract, no person having any such interest shall be employed by CONTRACTOR or any subcontractor.

15. NON-DISCRIMINATION - In the performance of this Contract, CONTRACTOR shall not discriminate in recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age, or physical handicap and shall comply with the provisions of the California Fair Employment & Housing Act (Government Code Section 12900, *et seq.*), the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, Executive Order No. 11246 (30 Federal Register 12319), and all administrative rules and regulations issued pursuant to said Acts and Order. CONTRACTOR shall likewise require each subcontractor to comply with this clause and shall include in each such subcontract language similar to this clause.
16. ASSIGNMENT - The rights granted hereby may not be assigned, sold, licensed, or otherwise transferred by either party without the prior written consent of the other, and any attempt by either party to do so shall be void upon inception.
17. NON-EFFECT OF WAIVER - CONTRACTOR'S or AQMD'S failure to insist upon the performance of any or all of the terms, covenants, or conditions of this Contract, or failure to exercise any rights or remedies hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such terms, covenants, or conditions, or of the future exercise of such rights or remedies, unless otherwise provided for herein.
18. ATTORNEYS' FEES - In the event any action (including arbitration) is filed in connection with the enforcement or interpretation of this Contract, each party in said action shall pay its own attorneys' fees and costs.
19. FORCE MAJEURE - Neither AQMD nor CONTRACTOR shall be liable or deemed to be in default for any delay or failure in performance under this Contract or interruption of services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the reasonable control of AQMD or CONTRACTOR.
20. SEVERABILITY - In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be unenforceable in any respect by a court of competent jurisdiction, such holding shall not affect any other provisions of this Contract, and the Contract shall then be construed as if such unenforceable provisions are not a part hereof.
21. HEADINGS - Headings on the clauses of this Contract are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Contract.
22. DUPLICATE EXECUTION - This Contract is executed in duplicate. Each signed copy shall have the force and effect of an original.

23. GOVERNING LAW - This Contract shall be construed and interpreted and the legal relations created thereby shall be determined in accordance with the laws of the State of California. Venue for resolution of any dispute shall be Los Angeles County, California.
24. PRECONTRACT COSTS - Any costs incurred by CONTRACTOR prior to CONTRACTOR receipt of a fully executed Contract shall be incurred solely at the risk of the CONTRACTOR. In the event that a formal Contract is not executed, neither the MSRC nor the AQMD shall be liable for any amounts expended in anticipation of a formal Contract. If a formal Contract does result, precontract cost expenditures authorized by the Contract will be reimbursed in accordance with the cost schedule and payment provision of the Contract.
25. PREVAILING WAGES - CONTRACTOR is alerted to the prevailing wage requirements of California Labor Code section 1770 et seq. Copies of the prevailing rate of per diem wages are on file at the AQMD's headquarters, of which shall be made available to any interested party on request. Notwithstanding the preceding sentence, CONTRACTOR shall be responsible for determining the applicability of the provisions of California Labor Code and complying with the same, including, without limitation, obtaining from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work, making the same available to any interested party upon request, paying any applicable prevailing rates, posting copies thereof at the job site and flowing all applicable prevailing wage rate requirements to its subcontractors. CONTRACTOR shall indemnify, defend and hold harmless the South Coast Air Quality Management District against any and all claims, demands, damages, defense costs or liabilities based on failure to adhere to the above referenced statutes.
26. CHANGE TERMS - Changes to any part of this Contract must be requested in writing by CONTRACTOR, submitted to AQMD and approved by MSRC in accordance with MSRC policies and procedures. Requests to expend funds above the Contract value stated in Clause 10.A must be approved prior to the expenditure of additional funds. CONTRACTOR must make such request a minimum of 90 days prior to desired effective date of change. All modifications to this Contract shall be in writing and signed by both parties. //
27. APPROVAL OF SUBCONTRACT
- A. If CONTRACTOR intends to subcontract a portion of the work under this Contract, written approval of the terms of the proposed subcontract(s) shall be obtained from AQMD's Executive Officer or designee prior to execution of the subcontract. No subcontract charges will be reimbursed unless such approval has been obtained.
 - B. Any material changes to the subcontract(s) that affect the scope of work, deliverable schedule, and/or cost schedule shall also require the written approval of the Executive Officer or designee prior to execution.
 - C. The sole purpose of AQMD's review is to insure that AQMD's contract rights have not been diminished in the subcontractor agreement. AQMD shall not supervise, direct, or have control over, or be responsible for, subcontractor's means, methods, techniques, work sequences or procedures or for the safety precautions and programs incident thereto, or for any failure of subcontractor to comply with any local, state, or federal laws, or rules or regulations.

28. ENTIRE CONTRACT - This Contract represents the entire agreement between the parties hereto related to CONTRACTOR providing services to AQMD and there are no understandings, representations, or warranties of any kind except as expressly set forth herein. No waiver, alteration, or modification of any of the provisions herein shall be binding on any party unless in writing and signed by the party against whom enforcement of such waiver, alteration, or modification is sought. The Statement of Work-Attachment 1, The Payment Schedule-Attachment 2, and Supporting Documentation-Attachment 3, are incorporated by reference herein and made a part hereof.
29. AUTHORITY - The signator hereto represents and warrants that he or she is authorized and empowered and has the legal capacity to execute this Contract and to legally bind CONTRACTOR both in an operational and financial capacity and that the requirements and obligations under this Contract are legally enforceable and binding on CONTRACTOR.

IN WITNESS WHEREOF, the parties to this Contract have caused this Contract to be duly executed on their behalf by their authorized representatives.

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT

COUNTY OF LOS ANGELES, DEPARTMENT OF
PUBLIC WORKS

By: _____
Dr. William A. Burke, Chairman, Governing Board

By: _____
Name: _____
Title: _____

Date: _____

Date: _____

ATTEST:
Saundra McDaniel, Clerk of the Board

By: _____

APPROVED AS TO FORM:
Kurt R. Wiese, District Counsel

APPROVED AS TO FORM
RAYMOND G. FORTNER, JR., COUNTY COUNSEL

By: Barbara Daniel

BY [Signature]
DEPUTY

**Attachment 1
Statement of Work
County of Los Angeles
Hereinafter Referred to as CONTRACTOR
Contract Number ML05014**

Project Description

CONTRACTOR shall partner with Caltrans, the City of Downey, and the City of Santa Fe Springs, to synchronize twenty-four (24) traffic signals along an 8.5 mile segment of Florence Avenue/Mills Avenue. CONTRACTOR shall upgrade each traffic signal to Federal and State standards by providing additional vehicle detection which will enable each intersection to operate as a fully actuated signalized intersection. Components will be installed to enable each signal to utilize time-based coordination.

CONTRACTOR shall serve as lead agency and is responsible for completing this project.

Statement of Work

Signal Synchronization

CONTRACTOR shall design and construct traffic signal synchronization improvements for twenty-four (24) traffic signals along an 8.5 mile segment of Florence Avenue/Mills Avenue between: the Old River School Road/Tecum Road intersection in the City of Downey and the Oval Drive/Hawes Street intersection in the unincorporated area of Los Angeles County known as South Whittier, as shown on Attachment 3.3 – Location Map.

Promotion

CONTRACTOR shall prepare and submit a proposed Public Outreach Plan to promote the implementation of the MSRC co-funded project. Acceptable outreach may include, but is not limited to, notices in CONTRACTOR mailings to residents, newspaper notices, flyers, and information items at CONTRACTOR Council meetings and community events. The Public Outreach Plan shall automatically be deemed approved 30 days following receipt by AQMD staff, unless AQMD staff notify CONTRACTOR in writing of a Public Outreach Plan deficiency. CONTRACTOR shall implement the approved Public Outreach Plan in accordance with the Project Schedule below.

Project Schedule (based on date of Contract execution)

Task	Completion
Submit Public Outreach Plan	Month 9
Synchronize signals	Month 17
Implement Public Outreach Plan	Month 18
Interim Report	Month 9
Final Report	Month 18

Hardware: 8.5 miles of traffic signal interconnect conduit, cabling, and equipment

Attachment 1
Statement of Work - continued
County of Los Angeles
Hereinafter Referred to as CONTRACTOR
Contract Number ML05014

Reports

Interim Report – CONTRACTOR shall submit a concise report that documents the status of the traffic signal coordination and synchronization tasks, to be submitted at the approximate midpoint of the period of performance.

Final Report – CONTRACTOR shall submit a concise report, in the format provided by AQMD staff, at the end of the project, documenting completion of all contract tasks, as well as project results. Report should include traffic flow improvement measurements, including reduction in average peak hour vehicle delay at coordinated intersections, increase in average peak hour vehicle speed along the arterial, etc.

In the event the CONTRACTOR files for bankruptcy or becomes insolvent or discontinues this project, the following items revert to the AQMD for disposition into the AB 2766 Discretionary Fund account:

None

**Attachment 2
Payment Schedule
County of Los Angeles
Hereinafter Referred to as CONTRACTOR
Contract Number ML05014**

Cost Breakdown

The following table shows maximum MSRC costs by category as well as co-funded costs:

Purchase Category	Total MSRC Costs	Local Gov't Funds Applied			Total Cost
		Contractor	Downey	Santa Fe Springs	
Design (labor)	\$32,284	\$97,841	\$0	\$0	\$130,125
Construction Engineering (labor)	\$21,750	\$65,915	\$0	\$0	\$87,665
Construction (labor & materials)	\$107,923	\$244,769	\$41,154	\$41,154	\$435,000
Traffic Signal Timing (labor)	\$16,303	\$49,342	\$0	\$0	\$65,645
Project Management (labor)	\$4,376	\$13,264	\$0	\$0	\$17,640
Contingency	\$21,585	\$65,415	\$0	\$0	\$87,000
Total Project Costs	\$204,221	\$536,546	\$41,154	\$41,154	\$823,075

CONTRACTOR shall be reimbursed according to the amounts stated in "Total MSRC Costs" column, upon completion of project. At a minimum, acceptable verification of project completion shall consist of:

- a copy of the Certificates of Completion issued by CONTRACTOR and Cities of Downey and Santa Fe Springs, certifying that installation of traffic signal interconnect and upgrades to traffic signals have been completed as described in the Statement of Work; and
- invoice(s) from any subcontractors, and
- receipts for purchase of the materials.

CONTRACTOR must document that the Cities of Downey and Santa Fe Springs each paid a minimum of five percent (5%) of project costs.

If, at the completion of the Project, the expenditures are less than the Total Cost amount, the actual amount of AB 2766 Discretionary Funds reimbursed to CONTRACTOR shall be adjusted on a prorated basis.

**Attachment 3
Supporting Documentation
County of Los Angeles
Hereinafter Referred to as CONTRACTOR
Contract Number ML05014**

The supporting documents attached hereto as Attachment 3, represent obligations of the CONTRACTOR. Nothing herein shall be construed as an assumption of duties or obligations by the AQMD or granting any rights to third parties against the AQMD.

1. Proof of Insurance.
2. Letters of Authorization
 - City of Downey
 - City of Santa Fe Springs
3. Location Map



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
www.ladpw.org

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

September 30, 2004

IN REPLY PLEASE
REFER TO FILE: PD-5
ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

85

OCT 12 2004

Violet Varona-Lukens
VIOLET VARONA-LUKENS
EXECUTIVE OFFICER

Dear Supervisors:

**MOBILE SOURCE AIR POLLUTION REDUCTION REVIEW COMMITTEE
LOCAL GOVERNMENT MATCH PROGRAM
GRANT APPLICATIONS
ALL SUPERVISORIAL DISTRICTS
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the proposed traffic signal synchronization projects and the propane refueling station projects are categorically exempt pursuant to Sections 15301 and 15303, respectively, of the California Environmental Quality Act Guidelines.
2. Authorize the Director of Public Works, or his designee, to submit applications to the Mobile Source Reduction Committee for partial funding, to commit to the project implementation schedule reflected in each application, to allocate the necessary matching funds, and to act as an agent for the County of Los Angeles when conducting business with the Mobile Source Reduction Committee on any and all matters related to these grants for the following seven projects:
 - Florence Avenue Traffic Signal Synchronization project
 - Santa Clarita Valley Intelligent Transportation System project
 - City and County of Los Angeles Intelligent Transportation System Integration project
 - Installation of propane refueling stations at seven Public Works' sites.

- Purchase of seven, heavy-duty, alternatively-fueled street sweepers.
- Purchase of three, heavy-duty, alternatively-fueled shuttle vans.
- Purchase of one, heavy-duty, alternatively-fueled bus.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Mobile Source Reduction Committee requires all applicants submitting proposals for its Local Government Match Program to include a Minute Action, such as a Board letter, from the governing board of the lead agency. The Minute Action must authorize the agency to file a grant application for each of the proposed projects, commit the lead agency to the project implementation schedule reflected in each application, and allocate the necessary matching funds.

The Local Government Match Program funds will be distributed on a first-come, first-serve basis to applicants who satisfy specific project requirements. Acceptance of applications began on September 24, 2004.

Implementation of Strategic Plan Goals

This action is consistent with the County's Strategic Plan Goals of Fiscal Responsibility and Community Services by utilizing grant opportunities to maximize the use of County funds and improving the mobility of County residents.

FISCAL IMPACT/FINANCING

The recommended actions will have no impact to the County's General Fund.

The Local Government Match Program provides partial reimbursement for eligible projects that result in the reduction of emissions from mobile sources.

Traffic Signal Synchronization and Intelligent Transportation System Projects: The three grant applications in the amount of \$866,000, if awarded, will partially offset the \$3,495,000 cost for these projects located in unincorporated County areas and the Cities of Downey, Los Angeles, Santa Clarita, and Santa Fe Springs. There is sufficient appropriation for these projects included in Public Works' Fiscal Year 2004-05 Proposition C Local Return Fund Budget to carry out these projects if awarded the requested grant funding.

Installation of Propane Refueling Stations at Seven Public Works Sites: Public Works plans to install seven propane fueling stations at various road maintenance yards. This

grant in the amount of \$198,000, if awarded, will partially reimburse the installation cost of \$595,000 for these propane refueling stations. Funding is available for these projects in Public Works' Fiscal Year 2004-05 Road Fund Budget.

Purchase of Seven Heavy-duty, Alternately-fueled Street Sweepers: Public Works plans to replace seven of its heavy-duty street sweepers. This grant in the amount of \$140,000, if awarded, will partially reimburse the capital costs of these sweepers. Funding of \$1,575,000 for these sweepers will be made available in the Road Fund in Public Works' Fiscal Year 2005-06 during the budget process.

Purchase of Three Heavy-duty, Alternately-fueled Shuttle Vans: Public Works plans to replace the three Hahn's Trolley shuttle vans. This grant in the amount of \$60,000, if awarded, will partially reimburse the capital costs for these three shuttle vans. Funding of \$360,000 is included in Public Works' Fiscal Year 2004-05 Proposition A Local Return Transit Fund Budget.

Purchase of One Heavy-duty, Alternately-fueled Bus: Public Works plans to purchase one heavy-duty bus for its Special Events Transportation Service. This grant in the amount of \$20,000, if awarded, will partially reimburse the capital costs for one heavy-duty bus. Funding of \$400,000 is included in Public Works' Fiscal Year 2004-05 Proposition A Local Return Transit Fund Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Mobile Source Reduction Committee requires that all applications submitted for the Local Government Match Program include an adopted Minute Action, such as a Board letter, from the governing board of the lead agency. Adoption of this Board letter will enable Public Works to apply for these grants from this Program.

If any grant applications are successful, Public Works will return to the Board to accept the grant funds and request the Board to appropriate funds for each project.

ENVIRONMENTAL DOCUMENTATION

The California Environmental Quality Act requires public agency decision makers to document and consider the environmental implications of their actions.

The proposed Traffic Signal Synchronization and Intelligent Transportation System projects are categorically exempt pursuant to Section 15301 of the California Environmental Quality Act.

The Honorable Board of Supervisors
September 30, 2004
Page 4

The proposed propane refueling station projects at various Public Works facilities are categorically exempt pursuant to Section 15303 of the California Environmental Quality Act.

The purchase of the seven, heavy-duty, alternatively-fueled street sweepers; three, heavy-duty, alternatively-fueled shuttle vans; and one, heavy-duty, alternatively-fueled bus does not constitute a project and is not subject to the California Environmental Quality Act.

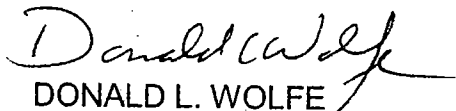
IMPACT ON CURRENT SERVICES (OR PROJECTS)

Successful applications for funding will not impact Public Works' current or future projects. There will be no negative impact on current County services or projects.

CONCLUSION

Upon approval, please return seven approved copies of this letter to Public Works.

Respectfully submitted,



DONALD L. WOLFE
Interim Director of Public Works

RT:cr

C050438

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cc: Chief Administrative Office
County Counsel

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR

NUMBER 7002

CERTIFICATE OF CONSENT TO SELF-INSURE

THIS IS TO CERTIFY, That

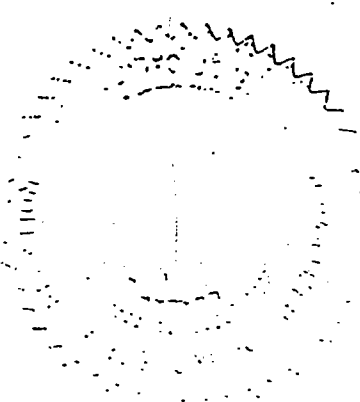
COUNTY OF LOS ANGELES

has complied with the requirements of the Director of Industrial Relations under the provisions of Sections 3700 to 3705, inclusive, of the Labor Code of the State of California and is hereby granted this Certificate of Consent to Self-Insure.

This certificate may be revoked at any time for good cause pursuant to Labor Code Section 3702.

EFFECTIVE March 1, 1993

DEPARTMENT OF INDUSTRIAL RELATIONS
OF THE STATE OF CALIFORNIA


Rogel W. Cury
DIRECTOR

Mark B. Belcher
MANAGER, SELF-INSURANCE PLANS

SUPERCEDES CERTIFICATE NO. P-0112



City of Downey

FUTURE UNLIMITED

October 14, 2004

Mr. Donald Wolfe, Interim Director
Department of Public Works
Traffic and Lighting Division
P.O. Box 1460
Alhambra, CA 91802-1460

Dear Mr. Wolfe:

This letter is to confirm the City of Downey's intent to participate in the Florence Avenue/Mills Avenue Traffic Signal Synchronization Project. We are aware of the Mobile Source Air Pollution Reduction Review Committee's Local Government Match Program application that you are preparing and fully support your Department's efforts to reduce traffic congestion along this busy arterial. We pledge to contribute five percent of the project costs in the amount of \$41,154.00 or the cost of work being implemented in our jurisdiction, whichever is less.

We appreciate your Department's willingness to act as Lead Agency to obtain funding for this worthwhile project of regional significance. We consent to operate and maintain those project elements to be implemented within our jurisdiction limits.

If you have any questions, please contact Ms. Jane Keely at (562) 622-5418.

Sincerely,

Desi Alvarez, P.E.
Director of Public Works

H:\Pubworks\Traffic\PROJECTS\MSRC\Agency Commitment Letter 10-13-04 - Downey.doc

WJW



11710 Telegraph Road • CA • 90670-3679 • (562) 868-0511 • Fax (562) 868-7112 • www.santafesprings.org

May 24, 2006

Los Angeles County
Department of Public Works
P. O. Box 1460
Alhambra, CA 91802-1460

Attention: Donald K. Wolfe, Director of Public Works

Subject: Florence Avenue Traffic Signal Synchronizaton Project

Dear Mr. Wolfe:

The City of Santa Fe Springs agrees to participate in the Florence Avenue/Mills Avenue Traffic Signal Synchronization Project. We will contribute five percent of the project costs in the amount of \$41,154 or the cost of work being implemented within Santa Fe Springs, whichever amount is less. We understand that the project runs along Florence Avenue beginning at Old River School Road in Downey and extends through the cities of Downey, Santa Fe Springs, and the unincorporated area of South Whittier and terminates at Oval Drive.

We appreciate the County's willingness to act as Lead Agency to secure funding for this regionally significant project. We look forward to the implementation of this project and anticipate that there will be a noticeable improvement to traffic flow along this busy important corridor.

Very truly yours,

Tom R. Lopez

Tom R. Lopez
Assistant Director of Public Works

WJW

TRL/mc

STATE OF CALIFORNIA—BUSINESS, TRANSPORTATION AND HOUSING AGENCY

ARNOLD SCHWARZENEGGER Governor

DEPARTMENT OF TRANSPORTATION

DIVISION OF OPERATION

120 S. SPRING STREET

LOS ANGELES, CA 90012

PHONE (213) 897-0362

FAX (213) 897-0360



*Flex your power!
Be energy efficient!*

October 27, 2004

Mr. Donald L. Wolfe
Interim Director
County of Los Angeles
Department of Public Works
900 S. Fremont Avenue
P.O. Box 1460
Alhambra, CA 91802-1460

**RE: FY 04/05 MOBILE SOURCE AIR POLLUTION REDUCTION REVIEW
COMMITTEE (MSRC) DISCRETIONARY FUND LOCAL GOVERNMENT
MATCH PROGRAM -- FLORENCE AVE**

Dear Mr. Wolfe:

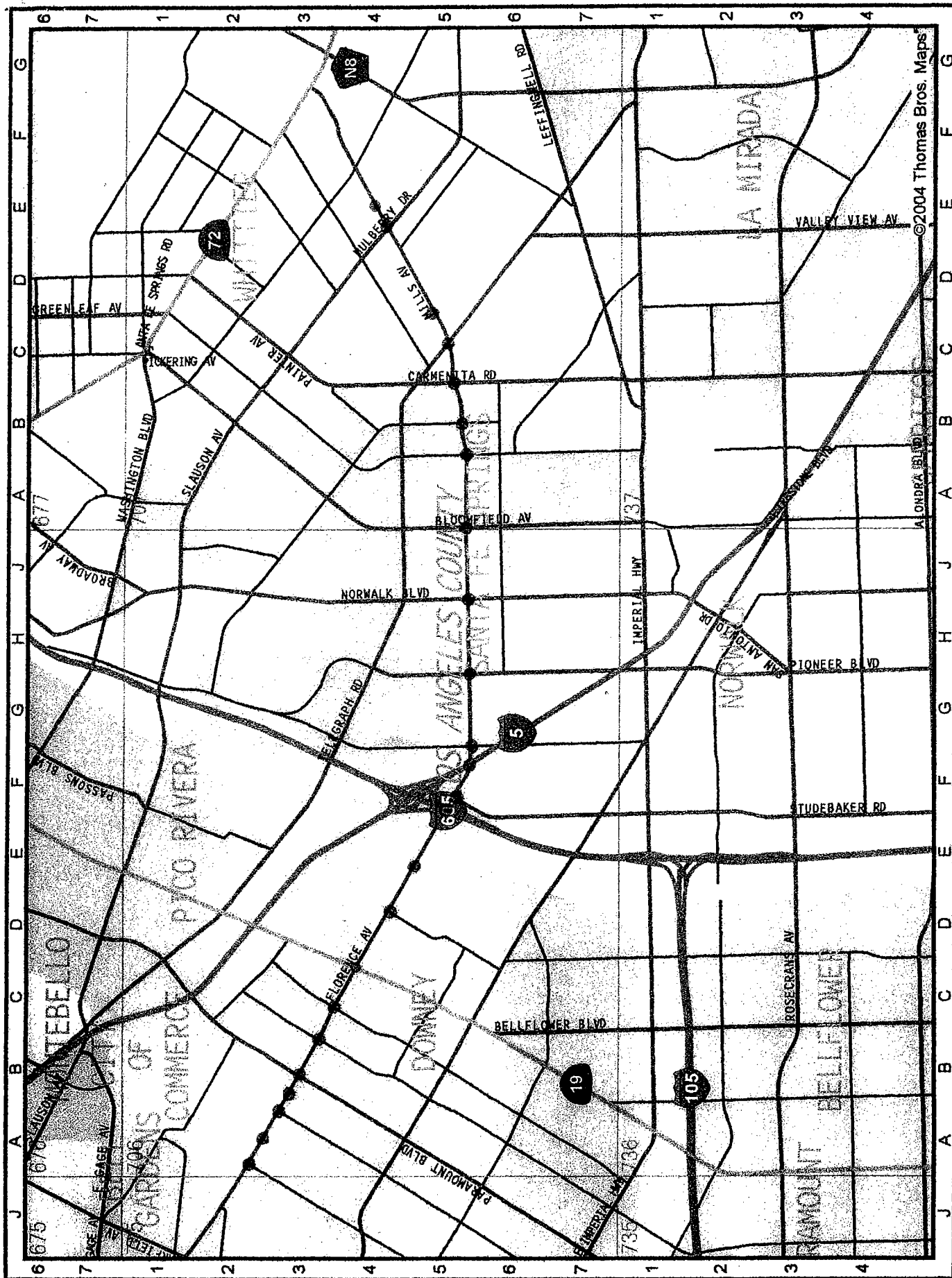
CALTRANS District 7 supports your application for this Project for consideration by the South Coast Air Quality Management District for its 2004-05 MSRC Local Government Match Program Project. This is a very worthwhile Project of regional significance that will result in the integration and sharing of traffic management systems and sharing of traffic information, thereby allowing for seamless and improved regional transportation mobility and reduced congestion. We are confirming our support for your Application.

We look forward to working with you on this Project.

Sincerely,

A handwritten signature in black ink, appearing to read "F. Quon".

FRANK QUON
Deputy District Director
Division of Operations



FLORENCE AVENUE / MILLS AVENUE TSSP
 Old River School Road / Tecum Road to Oval Drive / Hawes Street